UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

TOBIN, CARBERRY, O'MALLEY, RILEY & SELINGER, P.C., Plaintiff	:	
v.	:	Case No. 3:04 CV 1926 (CFD)
RALPH P. DUPONT, Defendant.	:	

RULING ON PLAINTIFF'S MOTION TO COMPEL ARBITRATION

The law firm of Tobin, Carberry, O'Malley, Riley & Selinger, P.C. ("TCORS") brought suit against its former law partner Ralph P. Dupont in the Connecticut Superior Court, alleging that Dupont had breached his termination of employment agreement with TCORS and seeking an order directing Dupont to proceed with arbitration under the terms of that agreement. Dupont then removed the action to this Court, pursuant to 28 U.S.C. § 1441.[1] TCORS now moves this Court for an order under 9 U.S.C. § 4 compelling the defendant to arbitrate this dispute.

I. Background[2]

Dupont was a partner in TCORS' predecessor law firm of Dupont, Tobin, Levin, Carberry, & O'Malley, P.C., located in New London, Connecticut, from December 24, 1986 until

[1] Dupont claimed in his notice of removal that this Court possessed subject matter jurisdiction under 28 U.S.C. § 1331, the federal question provision. It appears that the Court's subject matter jurisdiction instead properly rests on the diversity jurisdiction provisions of 28 U.S.C. § 1332, as the matter in controversy exceeds $75,000 in value and the parties are citizens of Connecticut and Hawaii, respectively. See Doc. #1.

[2] These facts are taken from the plaintiff's complaint and the exhibits attached thereto.

July 1, 1989.[3] On January 20, 1990, Dupont and his former firm memorialized their mutual agreement to end Dupont's partnership in a written Termination of Employment Agreement.[4] See Doc. #1 at Exh. A. Among other provisions, the termination agreement stated that Dupont was entitled to some portion of the legal fees subsequently received by the firm on two matters that he had staffed during his period of employment. According to the agreement, any such monies would only be payable to Dupont to the extent that the fees received exceeded the "cost advances, disbursements, time-work and counsel fees" accrued by TCORS on those matters. Id at ¶ 3.

The matters covered by this profit-sharing provision of the termination agreement were "two certain matters involving claims by the Estates of William Stanford and Charles Hegna against Kuwait Airways and others for the wrongful death and injury of said decedents. . . ." Id. TCORS claims that after his disassociation with the firm, Dupont won a default judgment for the Estate of Charles Hegna; that this judgment should be considered the conclusion of a matter "that originated while [Dupont] was a member of [TCORS]"; and that pursuant to the Hegna family's original contingent fee agreement with TCORS and Dupont's termination agreement, TCORS is entitled to $321,940 in fees and $103,741 in costs. See Complaint at ¶ 5.

II. Discussion

The plaintiff argues that the termination agreement explicitly states that disputes between

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[3] To diminish confusion, the abbreviation "TCORS" will be used to refer to the plaintiff law firm both in its current incarnation and as it was organized from 1986 to 1990.

[4] Though the termination of employment agreement was not signed until January 20, 1990, its provisions explicitly were made retroactive to July 1, 1989, the last day of Dupont's employment.

the parties are to arbitrated: "Any controversy or claim arising out of, or relating to any provisions of this Termination Agreement or the Contract terminated by this Agreement, shall be settled by arbitration according to the rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the State of Connecticut." Doc. #1 at Exh, A, ¶ 10.

The Federal Arbitration Act codifies a federal policy favoring arbitration as an alternative to litigation. See, e.g., Perry v. Thomas, 482 U.S. 483, 488 (1987). Furthermore, the Act's coverage provision, 9 U.S.C. § 2, provides that courts must construe a written agreement to arbitrate as "valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." Id. Federal courts also abide by the principle that in construing an arbitration agreement, "as with any other contract, the parties' intentions control, but those intentions are generously construed as to issues of arbitrability" and that ambiguities as to the scope of the arbitration clause are themselves resolved in favor of arbitration. Mitsubishi Motors v. Soler Chrysler-Plymouth, 473 U.S. 614, 626 (1985). With these principles in mind, the Court finds that a valid arbitration agreement exists between the parties and that the present dispute falls within that agreement's ambit.

II. Conclusion

The Defendant's Motion to Compel Arbitration [Doc. #30] is GRANTED. This ruling is without prejudice to the defendant filing a motion for reconsideration and more fully briefing why he believes this dispute is not arbitrable. Should the defendant choose to move for reconsideration, the Court will conduct a de novo review and not the stricter standard generally

applied to such a motion.[5]

So ordered this _24th_ day of March 2006 at Hartford, Connecticut.

_/s/ CFD_____
CHRISTOPHER F. DRONEY
UNITED STATES DISTRICT JUDGE

[5] There are statements in the defendant's papers suggesting that the scheduling order in this case precluded him from filing a substantive response to the motion to compel arbitration. That is the reason the Court will reconsider this decision on a de novo basis, if requested by the defendant.